

June 24, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **AWARD NOTICE #4**
CONTRACT NO. 06-090-SM
BUSINESS CARDS

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from June 1, 2006 through May 31, 2007. Each contract may be renewed for three (3) one year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through June 30, 2010 under the same terms and conditions with revised pricing.

3. VENDORS:

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VENDOR INFORMATION	
DELTA FORMS INC.	DELAWARE CORRECTIONAL IND.
31 Germay Drive	1181 Paddock Rd.
Wilmington, DE 19804	Smyrna, DE 19977
Contact: Eric White	Contact: Ed Moore
Phone No.: 302.652.3266 or 800.359.3266	Phone No.: 302.653.9261 Ext. 2393
Fax No.: 302.652.3110	Fax No.: 302.739.4544
Federal E.I. No.: 51-0110128	Federal E.I. No.: 51-6000279
E-Mail: deltaforms70@aol.com	E-Mail: ed.moore@state.de.us

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid.

5. DELIVERY:

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DELTA FORMS INC.	PRISON INDUSTRIES
Orders Shipped: 5 Days After Proof Approval	Orders Shipped: 5 Days After Proof Approval

6. PRICING:

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Prices will remain firm for the term of the contract year.

PRICING INFORMATION					
ITEM #1:		BUSINESS CARDS, <i>SINGLE COLORED</i> (THERMOGRAPHIC) PRINTING			
DELTA FORMS INC.			PRISON INDUSTRIES		
Item	Description	Price	Item	Description	Price
A.	250 CARDS PER FORMAT	\$12.92	A.	250 CARDS PER FORMAT:	\$12.92
B.	500 CARDS PER FORMAT	\$14.44	B.	500 CARDS PER FORMAT:	\$14.44
C.	1000 CARDS PER FORMAT	\$14.94	C.	1000 CARDS PER FORMAT:	\$14.94
ITEM #2:		BUSINESS CARDS, <i>TWO COLORED</i> (THERMOGRAPHIC) PRINTING			
DELTA FORMS INC.			PRISON INDUSTRIES		
Item	Description	Price	Item	Description	Price
A.	250 CARDS PER FORMAT	\$15.45	A.	250 CARDS PER FORMAT	\$16.21
B.	500 CARDS PER FORMAT	\$16.46	B.	500 CARDS PER FORMAT	\$17.22
C.	1000 CARDS PER FORMAT	\$19.25	C.	1000 CARDS PER FORMAT	\$19.25

DESCRIPTION	ADDITIONAL OPTIONS			
	DELTA FORMS INC.		PRISON INDUSTRIES	
	SINGLE COLOR	DUAL COLOR	SINGLE COLOR	DUAL COLOR
PRICE FOR ADDITIONAL LINES OF TYPE: (In excess of nine (9) lines)	\$ N/C / ORDER	\$ N/C /ORDER	\$ N/C /ORDER	\$ N/C /ORDER
DOUBLE SIDED: (Standard single color ink)	\$ 15.20 /ORDER	N/A /ORDER	\$ 15.20/ORDER	N/A / ORDER
SPECIAL SEAL OR LOGO: (Other than standard seal and recycled logo)	\$ N/C /ORDER	\$ N/C /ORDER	\$ N/C /ORDER	\$ N/C /ORDER
CHANGE IN FORMAT: (Design of card)	\$ N/C /ORDER	\$ N/C /ORDER	\$ N/C /ORDER	\$ N/C /ORDER
NON-STANDARD PMS INK: (Other than standard PMS colors listed under "Specifications, Item C- Inks")	\$ 22.79 /ORDER	\$22.79 /ORDER	\$ 22.79/ORDER	\$ 22.79 /ORDER
PROOF: (If agency requires additional approval of design prior to production)	\$ 3.04 /ORDER	\$ 3.04 /ORDER	\$ 3.04 /ORDER	\$ 3.04 /ORDER

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

TECHNICAL SPECIFICATIONS:

1. OWNERSHIP OF PRINTING MATERIALS:

All artwork, camera ready copy, negatives, photos and similar materials used to produce a printing job shall become the property of the State of Delaware.

12. REQUIREMENTS:

TECHNICAL SPECIFICATIONS (Continued):

STANDARD SPECIFICATIONS:		
A.	STOCK:	80 lb. medium weight, smooth white business card stock, 50% waste paper and 20% post consumer waste (50/20).
B.	SIZE:	2" X 3-1/2"
C.	INKS:	Reflex Blue, Process Blue, Black, Rhodamine Red, PMS 185 Red, PMS 423 Gray, PMS 469 Brown, PMS 355 Green, Forest Green, PMS 207 Burgundy, PMS 320 Teal, PMS 165 Orange, BCE Gold and BCE Silver Raised (Thermographic) Printing
D.	TYPESETTING:	Contractor shall be responsible for all typesetting and paste-up. Logo art will be furnished by the ordering agency, as necessary. Cards shall have nine (9) lines standard, which does <u>NOT</u> include the State Seal or other logo.
E.	PROOF:	Type shall be <u>thoroughly</u> proofed by the Contractor <u>prior</u> to being submitted to agency for approval. Proofs returned to the contractor with errors will not be subject to an up charge. Proofs returned to Contractor with additional changes to style, placement or wording etc. may be subject to an additional charge not to exceed the quoted amount. Proofs will be returned to the agency within three (3) business days after receipt of original order.

13. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.